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#### Intermediary Court-

Before His Honor Judge Austin. Thursday, March 30th.

Board of Immigration vs. Robert McKibben ; Mr. W. O. Smith appeared for the Board and Dr. McKibben on his own behalf. The case was | fendant says he furnished some of the articles himheard and judgment deferred. On April 7th the self, but most to his lunas, at the request of Bila following judgment was given:

claimed to be due Nana, a South Sea Islander under contract of service with the defendant, bearing date April 8th, 1880. At the time of the making of the contract she was a married I think be sometimes made mistakes as to who woman, wife of Dick, who entered the same was charged. If the clothes not admitted, said service and died in the summer of 1880. There- to be furnished on May 9th, were so furnished, I after Mana served till on or about October 8th, think from the evidence, Bila and Tona did not 1881, and was then again married. At the time of her last marriage, wages were nominally due haps they were in part (part are admitted) her on account of her services which it was furnished to other laborers of the defendant. agreed should be for three years at the rate of Things broken are charged to Tona. No careless-\$4 a month for the first year, \$5 a month for the ness is proved, and without such proof no such 2d year, and \$6 a month for the 3d year. " At the time the agreement was signed by

the defendant he paid \$50 to the plaintiff toward country, where the original contract for service with costs. with Mana was made by the plaintiff for the term above specified. Section 1418 of the Civil Code declares, that all engagements of service contracted in a foreign country to be executed in this unless the same be in contravention of the laws of this, she be binding here unless for more than ten years, and then only for that time.

Bome. March 27.—Seven Cardinals wer Section 2 of cap. 31 Laws of 1872 provides that ' no contract of a married woman to serve another shall be valid in law unless separated from her hust and by decree of a court of competent jurisdiction. The contract made with Mana by the plaintiff was therefore void and she was not bound to perform it. The Courts have not two methods of constraing foreign and domestic contracts. Evidently it was assumed, in the case, as be faithfully begun. But a disastrous change | fund soon occurred to Mana. Her busband died. Thereafter she continued to serve and receive wages under the contract signed by her and, by tion of Turkeştan. The appointment is conthis I think, it was ratified, and became valid in sidered as an honorable exile. the hands of the defendant against her as a single woman. Section 1 of the Laws of 1872 last referred to, further provides that in case 'any woman shall contract marriage while under conof the second marriage then the contract of Mana was void. Had Mana in that contract stipulated not to marry during its term, the stipulation would have been void, as in restraint of marriage and against public policy in all civilized countries (see Parsons on Contracts vol. I p. 536). Especially in this Kingdom, by every govern-mental utterance, the marriage of its subjects is

" By his agreement with the Board of Immigration the defendant assumes all the chances of its termination and among others that it may terminate as it has by the marriage of Mana. In the contract between the plaintiff and defendant it was agreed ' that it shall be the right of the eaid Board of Immigration at any time during the time in this agreement stipulated for its duration, upon the representation of the said Mana to cancel this contract for any cause deemed by the said Board to be sufficient, refunding to the said R. McKibben such proportional sum of the amount advanced as the unexpired portion of the time of service agreed may \$25 which is the proportion of the whole sum of \$50 advanced by him, which the unexpired Washington, April 1—Guiter Government policy approves her act. The payment of \$50 made by defendant was in no sense an advance. It was in the nature of a premium for what was supposed to be a valuable contract. Had the whole term been served by Mana there would be no pretence of claim to recover any part of the \$50. If there had been a direct engagement by or for Mana that any part paid should be returned if she should not serve the whole specified term, even then I think in this case to adjudge it against Mana would be against public policy, where the contract is annulled by direct statute law. To annul is to reduce to nothing. No vestige of the object stricken remains. Whereas here the contract is annulled by superior authority, and not by mutual consent, not even equity can intervene to save a shred for the party

commended and fostered.

"Had Mana's wages sought to be recovered by the plaintiff been actually paid over to her in full up to the time of her marriage, the amount of the set off claimed by the defendant, as above spoken of, could not have been recovered by him, nor can it now be allowed. Nana is entitled to her affairs are said to be in the most prosperous wages, and the plaintiff has a right to sue for them under the contract.

· There is another item of set off claimed, being \$10 for clothing lost or stolen from the washhouse whilst Nana had charge of them. The value is agreed on. The facts proved show carelessness on the part of Nana with regard to the clothing. She was bound to ordinary care, and I think the proof shows she did not exercise it, so this part of the set off must be allowed. "The plaintiff may enter judgment against the detendant for \$25 and costs."

Tuesday, March 31st. Board of Lamigration vs. Kunuiakea. Appeal fr an District Justice of Honolulu. There were two cases, one brought on behalf of Bila and the other on behelf of Tona. A full report of the proceedings in Judge Bickerton's Court was given in the P. C. ADVERTISER at the time. Judgment was then given against Mr. Kunuiakea quashing the contracts and fixing the sums due to the complainants. A general appeal was made, but subsequently the exceptions to the quashing of the contract were withdrawn, and only the question as to how much was due to Bila and Tona came under the consideration of the higher Court. The evidence and argument

were taken this day (31st March) and judgment was delivered on the 10th April as follows: "These suits are for wages claimed due to South Sea Islanders, Bila and Tona, husband and wife, who worked under written contract made by plaintiff (The Board) for them with defendant. The cases were tried and considered together by

"The first question is one of law as to when the term of service for which defendant is liable, began. The contracts are dated April 29, 1881. This was the day Bila and Tona arrived in Honolulu. By the contracts with the plaintiff they were entitled to wages from that day. The defendant assumed to carry out these contracts, and so I think he is bound to pay from April 20th, as the Board are. He claims he should only be charged from May 12th, 1881, the day he proves they actually began to work for him. I think this claim cannot be allowed.

The defendant charges Bila with 52 days not worked and Tona with 77 days not worked, and charges Bila with \$19.85 and Tona with \$16.75 cash and articles claimed to be furnished them from time to time. Bila admits that he did not the pastor of the First Unitarian Church of work a month during the term, and admits Oakland, on the corner of Thirteenth and Jef-\$4.60 of items furnished. Tona admits a charge ferson streets, dropped dead in his pulpit while of \$5.65 for not working and \$3.50 items furnished. Bila and Tona were unlettered rude peomosent of his sudden demise he was in the ple and kept no account. No settlement was ever made with them during the term. The Rev. Mr. Bingham in their behalf, asked a settlement August 30th. They served till November 14th, 1881. The defendant presents two books of account, one an old diary with entries in pencil under different dates. This he says is the original entry as to days not worked. Into the other book he afterwards copied these items of days not worked. Only six or seven days are known to him personally. The others he says, he entered from reports of his lunas. The lunas were sworn that they reported to him the days not worked, and one swears that the defendant entered them into the big book. This disagrees with defendant's statement that they were afterwards copied into that book. I think a liberal allowance for denomination, he having modified his views on time not worked is made for Bila and Tona. The all theological questions, account to charge them with more is too indefinite and uncertain, and ought not to be so kept. There should have been frequent settlements with them, at least monthly. That there were not, and no settlements at all, is all wrong and

and admitted by Bila and Tona. "big book" is his original book of entries. On exwouldn't have excelsior again in the house."— A LUNCH, a SMOKE or a game of BILLIAR DS.
amination of the other book, the disry, I think Boston Transcript.

looks suspicious. I shall allow the time as charged

he is mistaken. On that diary is entered at the same dates nearly or quite all the items charged in the big book, mainly in native, and the acthe orgical book for entries of things furnished as it was admitted to be fer days not worked. It is

kep tin pencil, and is not always clear. The deand Tona. No settlement was had for months. "This is an action to recover balance of wages | Bila and Tona deny the items except for those few admitted. There were two other South Sea Islanders employed and working with Bila and Tona. From the loose account kept by defendant need them and ought not to pay for them Percharge could be sustained.

"On the whole, I am inclined to give judgment for the plaintiff in both cases as claimed reimbursing the Government for passage money being for Bila a balance of \$25.90, for Tona, a of Mana from the South Sca Islands, a foreign balance of \$18.00. Let judgment be so entered

#### LATE FOREIGN NEWS.

We supplement the letter of our San Francisco correspondent with the following brief extracts Rome, March 27,-Seven Cardinals were created to-day, including Archbishop McCabe of Dublin. The Pope delivered an allocation on

the position of the Church. Cettinge, March 28—The official organ of the Montenegran Government having published an address to General Skobeleff signed by the Prime Minister and the War Minister of the principality, applauding Skobeleff's speeches, Skobeleff replied that he believed in the mission the fact shows that the service agreed upon would of the Sclavs and intends collecting a relief

> Berlin, March 29-General Skobeleff has been nominated to a Commission for the reorganiza-

Madrid, March 30-A serious strike has occurred in Barcelona and other towns opposed to the reforms of the tariff, and works and mills will be closed. In Barcelona there have been tract to serve another, the marriage shall operate fifty arrests. Many thousand operatives are to annul said contract of service." From the time | affected. The labor demonstrations in Andalusia are owing to distress from drought. The Catalan operatives informed a committee of the Chamber of Deputies that the adoption of a Franco-Spanish treaty would deprive a hundred thousand workmen of means of subsist-ence. Shops and manufactories are closing, in Gerona, Sabodell and Tarrasas. A state of siege is threatened in Catalonia if the agitation

St. Petersburg, March 31—It is officially announced that the Czar has ordered the com-mutation of all death sentences passed at the recent trial of Nihilists to an indefinite period at hard labor in the mines, except in the case of Marine Lieutenant Sachanoff, in which sentence is confirmed, as his position as officer aggravated his crime. He is, however, granted a military execution, which takes place to-day.

The Golos says the police are preparing for further expulsion of Jews from Moscow.

London, April 1-The Oxfords won the University race to-day by six boat-lengths. The Oxford crew finished in good form, and they "won as they pleased," The Cambridge men bear to the whole time.' This is the only pro- were exhausted at the finish, and their rowing vision for refunding contained in the contract. | was irregular. The time of the Oxford crew was Under it the defendant claims as an offset to the | 20 minutes 12 seconds; of the Cambridge crew, plaintiff s claim for wages of Mana the sum of | 20 minutes 37 seconds. The tide and wind were

of \$50 advanced by him, which the unexpired Washington, April 1—Guiteau has sold the term of service bears to the whole term. I think suit of clothes that he were when he shot the the defendant is not entitled to this set off. The President to Coup's Circus for exhibition, Board makes no claim. The contract expires as McDouald, the sculptor, is here, making busts a matter of law. The Board are willing for the of Garfield and Guiteau for Coup for exhibition contract to continue, but Mana is not, and the at the same time. Guiteau continues to abuse Scoville, who is digusted at the prospect of his having to continue in the case. Scoville purposes to get up a petition for the commutation of his sentence to life imprisonment. He thinks it would be signed by two-thirds of the Congressmen and many persons of influence.

New York, April 2-W. H. Hurlbut, editor of New York, April 2-W. H. Hurlbut, editor of the World, has been notified by Trescott that General Hurlbut, late United States Minister to Peru, died suddenly, of disease of heart, on March 28th, at Lima.

New York, April 2—Cornelius J. Vanderbilt, brother of William H. Vanderbilt, shot himself through the head at Glenham Hotel, on Fifth Avenue, this afternoon at 2 o'clock, and died from the effects of the wound at 6 o'clock. From the time of the shooting until his death Vanderbilt was unconscious, Many friends of the lead man and members of his family were present when he passed away. The motive for the act, given by friends of the family is that it was the result of mental derangement, brought on

condition. City of Mexico, April 2-Congress has opened. President Gonzales read the address. It is stated that the Guatemala difficulty remains unsettled, and Guatemala must now speedily renounce acquiring the States of Chiapas or So-

corro, or war is inevitable. New York, April 3.-Advices from Panama state that Trescott, in correspondence published in Chile, formally withdraws any offer of good offices from the United States in the conclusion of peace between Peru and Chile.

London, April 4 .- In the Hanlan-Boyd race, Boyd at the outset raised the hopes of his sup-porters, but Hanlan, gathering himself together, with one effort placed himself first after fifty yards had been rowed, and he maintained the lead of from one to four lengths throughout the race, occasionally playing with Boyd, and won by four lengths.

London, April 4.-Advices from Buenos Ayres of March 8th say that the Peruvians lost 2,000 en in an engagement in Abacucho. The Peruvian commanders were taken prisoners, and it is

expected they will be shot. London, April 5 .- Sara Bernhardt was márried to M. Damala, a Greek gentleman, in this city, to-day. She will continue her theatrical career, and Damala and the bride will perform here in May. Damala is a fine-looking, middleaged man, said to be tolerably rich. Bernhardt gave no previous notice of the wedding. A French lady and gentleman and the officials of the church were the only witnesses.

Berlin, April 6 .- The reports concerning Bismarck's health are unfavorable. His physicians recommend a long rest. Moscow, April 10.-The Gazette says it is in-

ended to reduce the army at the end of the year Berlin, April 10.-The appointment of Degiers Minister of Foreign Affairs to Russia is viewed

as an eminently pacific symptom.

Washington, April 10.— Secretary Hunt has received a dispatch from Engineer Melville, dated Yakutsk, January 27th, as follows: "I have completed all necessary arrangements for supplies and outfits for six months, and leave this place for Balun to-day; thence to the Lena

San Francisco, April 10 .- Rev. L. Hamilton, midst of his sermon. He was seen to raise his hand to his forehead as if to clear his eyesight, when, without the least tremor or paroxysm of his countenance, he slowly bowed his head on the manuscript before him, sank quietly on his knees, and then fell prostrate on the floor of the pulpit, A physician present pronounced the attack either that of paralysis of the brain or

apoplexy, The deceased minister was a native of New York, aged about 53 Iyears. He was a native of Aew York, aged about 53 Iyears. He was educated at Hamilton College, New York, trained for the ministry in the Presbyterian Church, and was settled at San Jose, from which place he re-moved to Oakland. Some fifteen years ago he was tried before the Presbytery for heresy, the

THEY were riding in the horse car past the poet's door, when one of the ladies remarked: "That's Longfellow's home." "Is it?" responded the other, carelessly. "Yes," said the first, "and don't you admire Excelsior?" "No, I don't," replied lady No. 2, with energy. "As to the items charged to each, the defendant swears that the second book presented, the after all, though husks ain't so bad; but I

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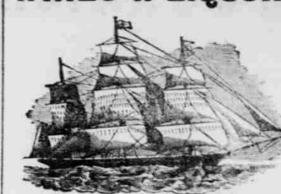
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